

SECTION 9. In the event of a reduction-in-force, the state Employment Service will be contacted and provided with a list of employees adversely affected in order for the State Employment Service to determine the employees' eligibility for training programs sponsored or monitored by the State Employment Service.

SECTION 10. The Employer agrees to consider requests for leave (annual or leave without pay) for brief periods to permit an employee opportunity to pursue a program of study which will enhance the value of an employee to the Employer, in accordance with applicable rules and regulations.

ARTICLE 28

SECURITY WORKING CONDITIONS

PART I - FIRE DIVISION

SECTION 1. The normal pattern of work in the Fire Division is a two shift (2 platoon) system with each shift alternating 24-hour tours of duty. The normal tour of duty excluding Fire Inspectors is from 8:00 AM to 8:00 AM the following day. The 24-hour tour of duty will normally consist of 8-hours of work, 8-hours of standby time and 8-hours of sleeping time.

SECTION 2. In the Fire Division, Rotating Furlough days will take effect. Employees will be given every consideration in their choice of days off and days off will be posted by the Employer for one year periods. Members of the unit, with the Employer's approval, may trade days off with other members of the unit. A memo stating the trade will be submitted.

SECTION 3. Scheduling of days off will be arranged in such a manner that all members of the unit will qualify for the established bonus for scheduled Sunday work in addition to other premium pay regularly received.

SECTION 4. The Employer retains the right to adjust the work week. Whenever a change in the work week currently in effect is necessary, the Employer will consult with the Union prior to making such change.

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SECTION 5. The Employer retains the right to assign employees. However, In order to give consideration to the wishes of the employees as to shift assignments, the Employer will use the following system to make selections for change in shift assignment:

a. A perpetual shift change log will be established. Any employee may place his/her name on this log to request a change in his/her work shift assignment. The request for change will be considered in the order in which they are recorded on the log and will remain in effect until a shift change is made or until the employee requests that his/her name be removed from the log.

b. Vacancies on shifts will be filled with first consideration being given to the employees on the work shift change log. The Employer reserves the right to determine the qualifications (e.g. including grade levels) of personnel necessary for each shift,

c. In the case of involuntary shift changes, primary consideration will be given to changing the shift of the least senior employees.

d. Employees who change shifts voluntarily and involuntarily will fall in the rotating Kelly day slot where vacancy occurs.

SECTION 6. Firefighters GS-6 and below will be allowed to "trade time" (substitution for one another at the same grade level on a shift or some part thereof) if the following criteria are met: (Trade time for other than grade for grade will be considered under extenuating circumstances with justification.)

a. The trading time is done voluntarily by employees participating and not at the behest of the Employer.

b. The reason for trading time shall be based on the employee's desire or need to attend to any personal matters.

c. The Employer will not ask or assume the employee's reason for the "trade time" request.

d. Disapproval shall be based only on the scheduling requirements of the mission.

e. The trading employees will assume the duty roster positions of each other, i.e. inspections.

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f. A record will be maintained by the Employer of all time traded by the employees.

g. The period for which time is traded must occur within the same pay period.

h. Comply with applicable regulations.

i. Have prior approval by the Assistant Fire Chief.

j. Submit the request at least 24 hours in advance and in writing.

SECTION 7. Management will keep a log of long time overtime and short time overtime. All Firefighters GS-6 and below will be placed on these logs.

a. All employees will be allowed to have another employee work their overtime providing the needs of the department are met as per the Assistant Chief or Fire Chief, with the obligated employee's (employee usually at the top of the log) name being placed at the bottom of the log.

b. In the event that overtime is needed, the employees on "Regular Day Off" will have first option to work said overtime.

SECTION 8. Sick leave absence in excess of 48 hours must be supported by a medical certificate to be submitted within fifteen (15) calendar days after return to duty. In lieu of a medical certificate, the employee's signed or oral statement explaining the nature of the illness may be accepted when the illness did not require the services of a practitioner. When management has reason to believe an employee is abusing sick leave, medical certificates will, upon specific notice, be required for absences less than 48 hours.

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SECTION 9. Employees entitled to annual leave will be granted leave in the following manner:

a. Employees will select one desired period of leave each. This period of leave may not be less than one (1) calendar week, nor normally more than four (4) calendar weeks, subject to the limitations that are within the prime vacation time between the first full week in June and the closing week of September, no employee can normally have more than three (3) consecutive calendar weeks. After each employee has had an opportunity to select a leave period in the order provided, this process will be repeated until all employees have scheduled all the leave they wish to schedule or have declined further leave. This selection will be made during the period of 1 December of the preceding year through 1 March. If more than two (2) employees request the same period of leave time, grade and seniority (seniority as defined in Article 28, Section 9(b)) will take precedence. The less senior employee's first choice for vacation will take precedence over the most senior employee's choice for vacation. Not more than two (2) employees on each shift may be absent on annual leave at any one time.

b. In regards to choosing vacation slots, seniority criteria will be in the order as follows, (a) Grade, (b) Time in Department (Fire Division) Date of most recent hire-involuntary unbroken time in department.

c. Involuntary shift changes in regards to scheduled annual leave, management will make every effort to keep the vacation dates the same for the affected employee. Voluntary shift change in regards to annual leave, availability of the annual leave will take precedence.

d. Approval of requests for annual leave for unforeseen or emergency reasons will be given every possible consideration.

e. Employees will be permitted to schedule leave throughout the year, consistent with workload, to prevent forfeiture of leave.

f. When an employee requests annual leave on his/her birthday, his/her request will be given every consideration for approval provided that granting such leave does not affect the operating efficiency of the organizational element involved.

g. In the event of a death in the immediate family, an employee shall be granted a reasonable amount of leave.

h. Management may grant in advance 24 hours of annual leave if minimum manning requirements are met, i. e., 11 men scheduled for the shift.

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SECTION 10. The Employer will continue to provide adequate and modern sleeping and cooking facilities to Fire Division personnel, including but not limited to, cooking and eating utensils, cleaning equipment, etc.

a. In the Fire Division, outside of actual work hours and except during an emergency call or duty assignment during stand-by time, employees may engage in recreational activities such as, but not limited to, sleeping, checkers, card games, basketball, badminton, jogging, volleyball, and weight training, provided such activities do not interfere with the primary function of the fire division. Recreational activities will not be permitted in the fire alarm office.

b. Personal visitations by family or friends are not authorized during normal working hours. Visitation areas after normal working hours will be restricted to the dining area, picnic area, horseshoe pits or front office of Building 430 only. All children will be supervised by parents or guardian at all times and will be allowed to use the pool table only when their sponsor is present.

c. In the event the stove or microwave or any Fire Division appliance is inoperative, or in a state of poor repair, the Employer shall apply highest priority arrangements for repair or replacement and provide for alternate means of cooking during the interim.

SECTION 11. Inspections at random times will be done in such a manner that the inspections will be fully effective (i. e. , occupancy load, operation hazards) and will be rotated as equally as practicable among GS-5 and below firefighters. Whenever possible, employees working overtime will be exempt from these duties.

SECTION 12. Providing that a non-participating member of the engine company is monitoring the radio, a fully manned engine company may use on-base recreation facilities open to civilian employees between 1600 and 2200 hours, Monday thru Friday. Weekend and holiday usage of the above cited facilities may commence after the scheduled workday is completed.

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